

WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

General Assumption of Risk

In consideration for use of the common areas and facilities (the “Amenities”) of the BEAR HOLLOW LAKES RESORT (the “Resort”), such Amenities including but not limited to (1) the water and lake area with its pool decks, tables, chairs, equipment, and all other facilities; (2) the clubhouse with its great room and kitchen areas, fitness rooms and equipment, game room and equipment, theater room and equipment, restrooms, and all other facilities inside and out; (3) the pavilion with its tables, equipment, and all other facilities; (4) the children’s play areas with their sand box, playground and other equipment, and all other facilities; and (5) all other common areas, limited common areas, property, equipment, and facilities of every kind owned or maintained by the Resort, I the undersigned do hereby expressly and voluntarily acknowledge, accept, and ASSUME ALL RISK, including but not limited to temporary or permanent personal injury, illness, disability, paralysis, death, and harm of any kind, and property damage of any kind, in any way arising from or related to my use, and the use by my family, children, and guests, of the Amenities. I understand and acknowledge that use of the Amenities further involves risks that include but are not limited to drowning, burns, sensitivities to and injuries arising from chemicals, slips and falls, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures, and other apparent, hidden, and unforeseeable dangers. I understand and acknowledge that use of the Amenities is not supervised by the Resort or its agents, that the Resort does not employ lifeguards or other staff to protect my interests or those of my family, children, or guests, and that I am fully and solely responsible for my own proper and careful use of the Amenities, regardless of their condition, and for that of my family, children, and guests. As part of my accepting all risk, I hereby acknowledge, represent, and covenant that I have, or will immediately upon entering or using the Amenities, inspect and carefully consider the Amenities, and that the use of the Amenities by myself and my family, children, or guests constitutes an acknowledgment that the Amenities have been inspected and carefully considered, and that I find and accept the Amenities as being safe and reasonably suited for the purposes of such use.

COVID-19 Assumption of Risk

In further consideration for use of the Amenities, I the undersigned do hereby understand and acknowledge the contagious nature of COVID-19 and similar diseases and do hereby expressly and voluntarily acknowledge, accept, and ASSUME ALL RISK related to COVID-19 and similar diseases that I or any of my family, children, and guests may be exposed to from or while using the Amenities, including but not limited to temporary or permanent personal injury, illness, or disability, or even death. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 from or while using the Amenities may result from the actions, omissions, or negligence of myself or others, including but not limited to the Resort and any of its agents, contractors, directors, officers, volunteers, members, residents, and affiliates, and their families, children, and guests.

Release, Waiver of Liability, and Indemnity Agreement

In further consideration for use of the Amenities, I hereby FOREVER WAIVE any and all claims and causes of action, including claims and causes of action in any way related to COVID-19, against Bear Hollow Resort, LLC, or any of its agents, contractors, directors, officers, volunteers, members, residents, affiliates, and insurers (the “Released Parties”) arising out of or related in any way to my use, and the use by any of my family, children, or guests, of the Amenities. I hereby

FOREVER RELEASE and covenant to HOLD HARMLESS the Released Parties from any and all liabilities, including liabilities in any way related to COVID-19, to me or to any of my family, children, and guests for any claims or causes of action arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Resort or any of its agents, directors, officers, and volunteers. I hereby covenant to INDEMNIFY and DEFEND the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever (including but not limited to attorneys' fees and all related costs) (the "Indemnified Liabilities"), and from and against any Indemnified Liabilities related in any way to COVID-19, caused directly or indirectly to me or any of my family, children, or guests by the Resort or any of its agents, directors, officers, and volunteers, or caused directly or indirectly to any of the Released Parties by me or any of my family, children, or guests.

Rules and Regulations

I understand and acknowledge that I have an affirmative obligation to seek out, read, understand, and comply with all rules and regulations related to the Amenities, and that I shall be fully and solely responsible for ensuring that my family, children, and guests also abide by all such rules and regulations. I understand and acknowledge that children under 14 years of age are not allowed to use the Amenities without the immediate and continuous supervision of a responsible adult and that I shall be fully and solely responsible for such children and their actions, and for any harm or damage they cause directly or indirectly, whether they are my own or my guests'. While using the Amenities, I certify and covenant that I shall obey all instructions given either verbally or in writing by the Resort or its agents, and that I shall be fully and solely responsible to ensure that my family, children, and guests do likewise.

I understand and acknowledge that the Centers for Disease Control, the State of Utah, the Bear River Health Department, and other authorities may have and may yet promulgate rules and regulations related to the COVID-19 pandemic, that I have an affirmative obligation to seek out, read, understand, and comply with all such rules and regulations as they may issue or change from time to time, and that I shall fully comply with all such rules and regulations while making use of the Amenities, and that I shall be fully and solely responsible to ensure that my family, children, and guests do likewise.

Other Terms and Conditions

I understand and acknowledge that the Resort and its agents are not responsible for any lost, stolen, or damaged personal property belonging to me or any of my family, children, or guests, including while such property is located in, on, or around common area, limited common area, or any other facilities of the Resort, including but not limited to parking lots.

I hereby agree to allow the Resort and its agents to take pictures, videos, and personal videos of myself and the minor(s) under my care for recreational, marketing, advertising, and promotional use.

I hereby agree that: (1) the exclusive venue for any dispute or litigation between me and the Resort shall be the courts of the state of Utah; (2) the laws of the State of Utah shall apply without regard to any principles of conflicts of law; (3) the substantially prevailing party in any litigation shall be entitled to recover attorneys' fees and all related costs from the other party; and (4) if any part of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full

force and effect. All aspects of this Agreement shall remain in full force and effect and shall be applicable to any and all future uses of the Amenities me and any of my family, children, and guests. The term “children” as used here shall include minor children. The term “family” as used herein shall include extended family related by blood, affinity, or law in any generation, as well as all members of my household regardless of any familial relationship. The term “guests” as used herein shall include any person who is an invitee of or otherwise accompanies me or any of my family, children, and guests.

No verbal or other representations were made to induce me to sign this voluntary Agreement.

I hereby agree that this Agreement is binding on my heirs, assigns, successors-in-interest, guardians, and any other representatives of mine.

I understand that by signing this Agreement, electronically or otherwise, I am voluntarily giving up the right to bring a lawsuit or claim against the Released Parties. I further understand that I am accepting and assuming all risk related to the Amenities, including all risk related to COVID-19 and similar diseases. I have had sufficient opportunity to read this entire Agreement, I understand this Agreement, and I agree to be bound by its terms.

Printed Name: